

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM717511

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fonality, Inc.		03/28/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	The Toronto-Dominion Bank
<b>Street Address:</b>	66 Wellington Street West
<b>Internal Address:</b>	9th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5K 1A2
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3356020	COMMUNICATE OPENLY
Registration Number:	3328944	TRIXBOX
Registration Number:	3303300	TRIXBOX
Registration Number:	3319547	PBXTRA
Registration Number:	3203117	HUD
Registration Number:	3358097	PBXTRA
Registration Number:	3263210	TRIXBOX
Registration Number:	3417257	FONALITY
Registration Number:	2943529	FONALITY
Registration Number:	5024974	HEADS UP DISPLAY
Registration Number:	5024975	HUD
Registration Number:	4983824	FONALITY
Registration Number:	4564472	FON
Registration Number:	4625191	FON
Registration Number:	4534818	FON
Registration Number:	4565440	FON
Registration Number:	3387125	FONCALL
Registration Number:	3573361	HYBRID-HOSTED

OP \$540.00 3356020

Property Type	Number	Word Mark
Registration Number:	3404661	ANYWHERE MANAGEMENT
Registration Number:	6342482	COMM-UNITY
Registration Number:	6342542	COMM-UNITY

**CORRESPONDENCE DATA**

**Fax Number:**  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 18888295819  
**Email:** john.cunningham@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 208 S. LaSalle  
**Address Line 2:** Suite 814  
**Address Line 4:** Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia
<b>SIGNATURE:</b>	/Diandra M. LaMantia/
<b>DATE SIGNED:</b>	03/29/2022

**Total Attachments: 7**  
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**TRADEMARK COLLATERAL AGREEMENT**

This 28<sup>th</sup> day of March, 2022, Fonality, Inc. a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 5340 Legacy Drive, Suite 155, Plano, Collin County, Texas 75024, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Toronto-Dominion Bank ("*Secured Party*"), with its mailing address at 66 Wellington Street West, 9<sup>th</sup> Floor, Toronto ON M5K 1A2, a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of October 17, 2019 between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

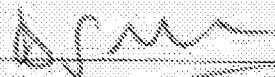
This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FONALITY, INC.

By

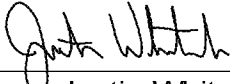


Name: David Moore

Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK

By   
Name Justin Whiteside  
Title Director, National Accounts

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>DATE REGISTERED</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>
COMMUNICATE OPENLY	12/18/2007	77/190899	3356020
TRIXBOX (AND DESIGN) (COLOR)	11/6/2007	77/143111	3328944
TRIXBOX (AND DESIGN) (B&W)	10/2/2007	77/063064	3303300
PBXTRA	10/23/2007	78/471196	3319547
HUD	1/23/2007	78/752454	3203117
PBXTRA	12/18/2007	78/976714	3358097
TRIXBOX	7/10/2007	78/850129	3263210
FONALITY	4/29/2008	77/204758	3417257
FONALITY	4/26/2005	76/586845	2943529
HEADS UP DISPLAY	8/23/2016	86/576674	5024974
HUD	8/23/2016	86/576695	5024975
FONALITY (AND DESIGN) (COLOR)	6/21/2016	86/277539	4983824
FON (STYLIZED) (COLOR)	7/8/2014	85/249167	4564472
FON	10/21/2014	85/249160	4625191
FON	5/20/2014	85/976108	4534818
FON (STYLIZED) (COLOR)	7/8/2014	85/976151	4565440
FONCALL	2/19/2008	77/247114	3387125
HYBRID-HOSTED	2/10/2009	77/216455	3573361
ANYWHERE MANAGEMENT	4/1/2008	77/215092	3404661
COMM-UNITY	5/4/2021	88/591085	6342482

COMM-UNITY (AND DESIGN) (COLOR)	5/4/2021	88/607947	6342542
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